

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

AMERICAN TITLE, INC., a
Nebraska corporation,

Plaintiff,

v.

GENISYS FINANCIAL CORPORATION,
a California corporation,

Civil Action No.: 8:03-CV463

CONSENT JUDGMENT

The parties of this action have settled their dispute which is the subject matter of this action by entry of a Stipulation to Consent Judgment. Judgment is now being entered in the specifics set forth below:

RECITALS

This action comes before the Court based on the Complaint filed by the Plaintiff, American Title Inc., a Nebraska corporation alleging that Defendant Genisys Financial Corporation, A California corporation is in breach of contract and is liable to the Plaintiff in the amount of one hundred eighty one thousand nine hundred ninety dollars and eighty three cents (\$181,990.83). The parties have entered into a Stipulation to Consent Judgment in the amount of sixty thousand dollars (\$60,000.00).

Therefore, based on the Stipulation to Consent Judgment entered into by the Plaintiff and Defendant, and the Court having fully considered this matter:

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. That this Court has jurisdiction over this matter and the parties through the term of the Consent Judgment for purposes of enforcing the Consent Judgment and settlement of this matter
2. The parties consent to and shall not challenge entry of this Consent Judgment or this Court's jurisdiction to enter and enforce this judgment.
3. This Consent Judgment is binding on the beneficiaries of Plaintiff and Defendant, and all of their successors and assigns.
4. Judgment is hereby entered on behalf of the Plaintiff and against Defendant in the amount of sixty thousand dollars (\$60,000.00).

5. The parties entered into a Stipulation to Consent Judgment which set forth that the Defendant will pay off the judgment as follows:

- a. Five thousand dollars (\$5,000.00) to be paid on or before November 1, 2006;
- b. Five thousand dollars (\$5,000.00) to be paid on or before December 1, 2006;
- c. Five thousand dollars (\$5,000.00) to be paid on or before January 1, 2007;
- d. Five thousand dollars (\$5,000.00) to be paid on or before February 1, 2007;
- e. Five thousand dollars (\$5,000.00) to be paid on or before March 1, 2007;
- f. Five thousand dollars (\$5,000.00) to be paid on or before April 1, 2007;
- g. Five thousand dollars (\$5,000.00) to be paid on or before May 1, 2007;
- h. Five thousand dollars (\$5,000.00) to be paid on or before June 1, 2007;
- i. Five thousand dollars (\$5,000.00) to be paid on or before July 1, 2007;
- j. Five thousand dollars (\$5,000.00) to be paid on or before August 1, 2007;
- k. Five thousand dollars (\$5,000.00) to be paid on or before September 1, 2007;
- l. Five thousand dollars (\$5,000.00) to be paid on or before October 1, 2007;

6. If Defendant is late in making an installment payment a late charge of one hundred dollars (\$100.00) shall be paid by the Defendant to the Plaintiff to cover damages the Plaintiff will incur in connection with the handling and the processing of such installment.

7. If Defendant is in default more than ten (10) days in making an installment payment, Plaintiff shall have the right to proceed to execute on said judgment. Attorney fees and costs in executing on said judgment are to be paid by the Defendant. The remaining principal owed, attorney fees and costs incurred in executing on the judgment shall draw interest at the rate of seven point two nine percent (7.29%) per annum until paid in full.

8. Plaintiff is entitled to exercise any and all rights and remedies according to prevailing law which are not specifically provided for herein.

9. All payments made by Defendant shall be made payable to "Pansing Hogan Ernst & Bachman LLP Trust Account" and should be delivered to the attention of David L. Welch Attorney at Law presently located at 10250 Regency Circle, Suite 300, Omaha, Nebraska 68114.

10. When Defendant completes paying off this judgment, Plaintiff shall file a satisfaction of judgment with the court.

DATED this 4th day of October, 2006.

BY THE COURT:



Thomas D. Thalken, United States Magistrate Judge

PREPARED AND SUBMITTED BY

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APPROVED AS TO FORM AND CONTENT

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